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Robert Wallach

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EXAMINER

FRENEL, VANEL

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PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary	Application No. 09/645,795	Applicant(s) WALLACH ET AL.	
	Examiner VANEL FRENEL	Art Unit 3687	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 19 December 2008.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1,2,5-56,58-77,79 and 80 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1,2,5-56,58-77,79 and 80 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
 - ☐ Certified copies of the priority documents have been received in Application No. _____.
 - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08)
Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

Notice to Applicant

1. This communication is in response to the Amendment filed on 12/19/08. Claims 1-2, 5-18, 19-35, 36-53, 54-56, 58-64, 65-77, and 79-80 are pending.

Claim Rejections - 35 USC § 101

2. 35 U.S.C. 101 reads as follows:
Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

3. Claims 21-23, 38-39, 40-53, 56, 58-65, 67, 69-75 and 79-80 are rejected under U.S.C. 101 because the claimed invention is directed to non-statutory subject matter.

Claims 21-23, 38-39, 40-53, 56, 58-65, 67, 69-75 and 79-80 recite a process comprising the steps of investing, selecting, and arranging. Based on Supreme Court precedent, a proper process must be tied to another statutory class or transform underlying subject matter to a different state or thing (*Diamond v. Diehr*, 450 U.S. 175, 184 (1981); *Parker v. Flook*, 437 U.S. 584, 588 n.9 (1978); *Gottschalk v. Benson*, 409 U.S. 63, 70 (1972); *Cochrane v. Deener*, 94 U.S. 780, 787-88 (1876)). Since neither of these requirements is met by the claim, the method is not considered a patent eligible process under 35 U.S.C. 101. To qualify as a statutory process, the claim should positively recite the other statutory class to which it is tied, for example by identifying the apparatus that accomplished the method steps or positively reciting the subject matter that is being transformed, for example by identifying the material that is being changed to a different state.

Claim Rejections - 35 USC § 103

4. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

5. Claims 1, 5-21, 22-35, 40-53, 54-58, 65-69 and 74-80 are rejected under 35 U.S.C. 103 (a) as being unpatentable over Joao (6,347,302), Bell et al (6,574,606) in view of Joseph (2001/0034690).

As per claim 1, Joao discloses identifying a lease on an item that corresponds to an electronically stored record, the lease having an approaching expiration date (See Joao Col.16, lines 49-37 to Col.17, line 33), identifying a customer corresponding to the lease (See Joao, Col.11, lines 43-67).

Joao does not explicitly disclose a method for encouraging the purchase or re-leasing of an item after an expiration of a lease.

However, this feature is known in the art, as evidenced by Joseph. In particular, Joseph suggests a method for encouraging the purchase or re-leasing of an item after an expiration of a lease (See Bell Col.3, lines 18-67 to Col.4, lines 11-51).

It would have been obvious to one of ordinary skill in the art at the time of the invention to have included the feature of Bell within the system of Joao with the motivation of providing a hyperlink to the merchant loyalty service provider website from

Art Unit: 3687

the merchant website whereby the customer can access the merchant loyalty service provider web site directly from the merchant web site (See Bell, Col.1, lines 51-55).

Joao and Bell disclose all of the limitations above. Joao and Bell do not explicitly disclose offering the customer a paid insurance policy in exchange for purchasing or re-leasing the item after the expiration date.

However, this feature is known in the art, as evidenced by Joseph. In particular, Joseph suggests offering the customer a paid insurance policy in exchange for purchasing or re-leasing the item after the expiration date (See Joseph, Page 5, Paragraphs 0045 -0047).

It would have been obvious to one of ordinary skill in the art at the time of the invention to have included the feature of Joseph within the collective teachings of Joao and Bell with the motivation of providing a method for facilitating transfer of vehicle leases between parties involves providing a database of vehicle lease records' concerning vehicle leases available for transfer (See Joseph, Page 1, Paragraph 0009). Furthermore, Examiner interprets "The banner ad will offer the customer a loyalty benefit, such as the opportunity to receive her next widget free. Alternatively, depending on the nature of the merchant's business, the offer may be for free shipping, a percentage or specific dollar amount discount, enhanced warranties, or free accidental death insurance, traveler's insurance, or term life insurance. Fig.2 illustrates an example of an offer for a free widget for purposes of illustration. Additionally, instead of a banner ad, text 22 may be code or hypertext as is well known in the art (See Bell, Col.2, lines

Art Unit: 3687

56-67).

As per claim 5, Joao discloses the method wherein the insurance policy covers the item upon a completion of the purchase of the item by the customer (Col.6, lines 7-57).

As per claim 6, Joao discloses the method further comprising: entering into a sales agreement with the customer (Col.11, lines 22-60).

As per claim 7, Joao discloses the method, further comprising: paying a premium to an insurance provider for the insurance for the item (Col.11, lines 66-67 to Col.1 2, line 54).

As per claim 8, Joao discloses the method wherein the insurance policy has a maximum term of one year (Col.18, lines 11-30).

As per claim 9, Joao discloses the method wherein the item is an automobile of a particular make and a model (Col.11, lines 32-42).

As per claim 10, Joao discloses the method wherein the insurance policy covers comprehensive losses relating to the item (Col.12, lines 39-67).

As per claim 11, Joao discloses the method wherein the insurance policy covers collision losses relating to the item (Col.12, lines 39-67).

As per claim 12, Joao discloses the method wherein the insurance policy is provided without consideration of further characteristics of the buyer by an insurance provider (Col.9, lines 15-67, Col.34-53).

As per claim 13, Joao discloses the method wherein tile insurance policy covers all users of the item (Col.9; lines 15-67).

As per claim 14, Joao discloses the method wherein said offering further comprises paying at least a portion of the insurance premium for the insurance policy (Col.9; lines 25-67, Col.14, lines 29-65).

As per claim 15, Joao discloses the method wherein said paying further comprises: paying the insurance premium to an affiliate for the insurance policy (Col. 13, lines 34-67; Col.14, lines 29-67).

As per claim 16, Joao discloses the method wherein the insurance premium is the same for each of a class of items to which the item belongs (Col.6, lines .7-67).

As per claim 17, Joao discloses the method wherein the customer must reside in a selected geographic region to receive the insurance (Col.6, lines 7-67).

As per claim 18, Joao discloses the method wherein the insurance is provided based on a class of the item and a geographic region which the customer resides, without consideration of further characteristics of the buyer by an insurance provider (Col.6, lines 7-67).

As per claim 19, Joao discloses means for identifying a lease on an item, the lease having an approaching expiration date (See Joao, Col.11, lines 43-67), means for identifying a customer corresponding to the lease (See Joao, Col.11, lines 43-67); an apparatus for encouraging a purchase of an item after an expiration of a lease for the item See Bell Col.3, lines 18-67 to Col.4, lines 11-51).

Joao and Bell do not explicitly disclose means offering the customer a paid insurance policy in exchange for purchasing or re-leasing the item after the expiration date.

However, this feature is known in the art, as evidenced by Joseph. In particular, Joseph suggests means offering the customer a paid insurance policy in exchange for purchasing or re-leasing the item after the expiration date (See Joseph, Page 5, Paragraphs 0045 -0047).

It would have been obvious to one of ordinary skill in the art at the time of the invention to have included the feature of Joseph within the collective teachings of Joao

Art Unit: 3687

and Bell with the motivation of providing a method for facilitating transfer of vehicle leases between parties involves providing a database of vehicle lease records concerning vehicle leases available for transfer (See Joseph, Page 1, Paragraph 0009).

As per claim 20, Joao discloses a processor (See Joao, Co1.1 1, lines 22-31), and a memory in communication with the processor, the memory for storing a plurality of processing instructions enabling the processor to: identify a lease on an item the lease having an approaching expiration date (See Joao, Co1.15, lines 49-67 to Co1.16, line 65), identify a customer corresponding to the lease (See Bell, Co1.15, lines 49-67 to Co1.16, line 65); an apparatus for encouraging a purchase of an item after an expiration of a lease for the item (See Bell Col.3, lines 18-67 to. Col.4, lines 11-51).

Joao and Bell do not explicitly disclose provide an offer to the customer for an insurance policy for the item in exchange for purchasing the item after the expiration date.

However, this feature is known in the art, as evidenced by Joseph. In particular, Joseph suggests provide an offer to the customer for an insurance policy for the item in exchange for purchasing the item after the expiration date (See Joseph, Page 5, Paragraphs 0045 -0047).

It would have been obvious to one of ordinary skill in the art at the time of the invention to have included the feature of Joseph within the collective teachings of Joao and Bell with the motivation of providing a method for facilitating transfer of vehicle leases between parties involves providing a database of vehicle lease records

Art Unit: 3687

concerning vehicle leases available for transfer (See Joseph, Page 1, Paragraph 0009).

Claim 21 differs from claims 1 and 19-20 by reciting a computer-readable medium encoded with processing instructions for implementing a method, performed by a computer, for encouraging a purchase of an item after an expiration of a lease for the item.

As per this limitation, it is noted that Joao discloses the method comprising: identifying a lease on an item, the lease having an approaching expiration date, identifying a customer corresponding to the lease (See Joao, Co1.11 , lines 43-67); performed by a computer, for encouraging a purchase of an item after an expiration of a lease for the item (See Bell Col.3, lines 18-67 to Co1.4, lines 11-51) and Joseph discloses offering the customer an insurance policy for the item in exchange for purchasing the item after the expiration date (See Joseph, Page 5, Paragraphs 0045-0047).

Thus, it is readily apparent these prior art systems utilize a computer-readable medium encoded with processing instructions for implementing to perform their specified function.

The remainder of claim 21 is rejected for the same reason given above for claims 1, and 19-20, and incorporated herein.

Art Unit: 3687

Claim 58 differs from claims 1 and 19-20 by reciting a method operable on a computer for providing an incentive incident to the purchase or re-lease of an automobile.

As per this limitation, it is noted that Joao discloses comprising the steps of: identifying a plurality of automobile models for which it is identifying a plurality of leased automobiles, each of said leased automobiles comprising one of said plurality of automobile models, each of said plurality of leased automobiles owned by a respective lessee, each of said plurality of leased automobiles scheduled to come off lease on an approaching expiration date (See Joao Co1.11, lines 22-67, Co1.12, lines 26-67 to Co1.14, line 65), initiating to the lessee of each of said plurality of leased automobiles an offer to pay at least a portion of an insurance premium for an automobile insurance policy covering said current lessee for the currently leased automobile if the lessee purchases or releases the currently leased automobile upon the expiration date (See Joao, Co1.9, lines 8-67), paying, upon the purchase or re-lease of at least one of said plurality of leased automobiles by a current lessee, at least a portion of the cost of the automobile insurance policy covering said current lessee for the purchased or re-leased automobile (See Joao, Col.9, lines 8-67); an incentive to encourage the sale or re-lease of said plurality of automobile models (See Bell, Co1.3, lines 18-67 to Co1.4, line 51); and Joseph discloses initiating the issuance of said automobile insurance policy covering said current lessee covering said current lessee for the purchased or re-leased automobile (See Joseph, Page 4, Paragraphs 0043- 0044).

Thus, it is readily apparent these prior art systems utilize a computer for providing an incentive incident to the purchase or re-lease of an automobile to perform their specified function.

The remainder of claim 58 is rejected for the same reason given above for claims 1 and 19-20, and incorporated herein.

Claims 65-69 and 74-77 recite the same limitations as claim 58 above, are therefore rejected under the same rationale.

Claim 79 recites the same limitations as claim 77 above, is therefore rejected under the same rationale. Furthermore, Examiner interprets "The banner ad will offer the customer a loyalty benefit, such as the opportunity to receive her next widget free. Alternatively, depending on the nature of the merchant's business, the offer may be for free shipping, a percentage or specific dollar amount discount, enhanced warranties, or free accidental death insurance, traveler's insurance, or term life insurance. Fig.2 illustrates an example of an offer for a free widget for purposes of illustration. Additionally, instead of a banner ad, text 22 may be code or hypertext as is well known in the art (See Bell, Fig.3; Col.2, lines 56-67). Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to have included the features of Bell within the collective teachings of Joao, Joseph and Ryan with the motivation of providing a customer loyalty benefit offer related to the customer in response to the acceptance (See Bell, Co1.1, lines 55-61).

As per claim 80, Ryan discloses the method wherein the qualification window is based on an expiration date no more that 6 months from the date of the identifying lease used to populate the pool of potential qualifying leases occurs (The Examiner interprets monthly lease payment, and lease term as a form of window is based on an expiration date no more that 6 months from the date of the identifying lease used to populate the pool of potential qualifying leases occurs See Ryan, Page 4, Paragraph 0043).

Claims 22-35 and 40-53 recite the underlying process of the elements of claims 5-18, and respectively. As the various elements of claims 5-18 have been shown to be either disclosed by or obvious in view of the collective teachings of Joao, Bell and Joseph, it is readily apparent that the apparatus disclosed by the applied prior art performs the recited underlying functions. As such, the limitations recited in claims 22-35 and 40-53 are rejected for the same reasons given above for system claims 5-18, and incorporated herein.

Claims 70-73 recite the underlying process of the elements of claims 59-63, and respectively. As the various elements of claims 59-63 have been shown to be either disclosed by or obvious in view of the collective teachings of Joao, Bell and Joseph, it is readily apparent that the apparatus disclosed by the applied prior art performs the recited underlying functions. As such, the limitations recited in claims 70-73 are rejected

Art Unit: 3687

for the same reasons given above for system claims 59-63, and incorporated herein.

6. Claims 2, 38-39 and 56 are rejected under 35 U.S.C. 103(a) as being unpatentable over Joao (6,347,302), Bell et al (6,574,606) in view of Ryan et al (6,304,859).

As per claim 2, Joao discloses identifying a customer record electronically stored having a lease on an item, the lease having an approaching expiration date (See Joao Co1.16', lines 49-67 to Co1.17, line 33), and determining a term for an insurance policy, the insurance policy having an insurance premium at most equal to the difference (See Joao Col.7, lines 66-67 to Col.8, line 67).

Joao does not explicitly disclose a method for encouraging the purchase or re-leasing of an item after an expiration of a lease.

However, this feature is known in the art, as evidenced by Joseph. In particular, Joseph suggests a method for encouraging the purchase or re-leasing of an item after an expiration of a lease (See Bell Co1.3, lines 18-67 to Co1.4, lines 11-51).

It would have been obvious to one of ordinary skill in the art at the time of the invention to have included the feature of Bell within the system of Joao with the motivation of providing a hyperlink to the merchant loyalty service provider website from the merchant website whereby the customer can access the merchant loyalty service provider web site directly from the merchant web site (See Bell, Co1.1, lines 51-55). Joao and Bell do not explicitly disclose calculating a difference between an actual residual value and a projected residual value of the item; and if the customer purchases

Art Unit: 3687

or re-leases the item at the expiration of the lease, paying the insurance premium on behalf of the customer for the term of the insurance policy.

However, these features are known in the art, as evidenced by Ryan. In particular, Ryan suggests calculating a difference between an actual residual value and a projected residual value of the item (See Ryan, Co1.6, lines 5-67), and if the customer purchases or re-leases the item at the expiration of the lease, paying the insurance premium on behalf of the customer for the term of the insurance policy (See Ryan, Col. 6, lines 5-67).

It would have been obvious to one of ordinary skill in the art at the time of the invention to have included the features of Ryan within the combined teachings of Joao and Bell with the motivation of providing a system performing three processes which ideally occur simultaneously, namely, 1) optimal premium determination, 2) current cash value monitoring, and 3) periodic reporting (See Ryan Co1.5, lines 16-19).

As per claim 38, Joao discloses a computer-readable medium encoded with processing instructions for implementing a method, performed by a computer (See Joao Co1.5, lines 38-67 to Col.6, line 6), for encouraging the purchase of an item after an expiration of a lease for the item (See Bell, Col.3, lines 18-67), the method comprising: identifying a customer having a lease on an item, the lease having an approaching expiration date (See Joao Col.15, lines 49-67 to Col.16, line 65).

Joao does not explicitly disclose a method for encouraging the purchase or re-leasing of an item after an expiration of a lease.

Art Unit: 3687

However, this feature is known in the art, as evidenced by Joseph. In particular, Joseph suggests a method for encouraging the purchase or re-leasing of an item after an expiration of a lease (See Bell Co1.3, lines 18-67 to Co1.4, lines 11-51).

It would have been obvious to one of ordinary skill in the art at the time of the invention to have included the feature of Bell within the system of Joao with the motivation of providing a hyperlink to the merchant loyalty service provider website from the merchant website whereby the customer can access the merchant loyalty service provider web site directly from the merchant web site (See Bell, Co1.1, lines 51-55).

Joao and Bell do not explicitly disclose calculating a difference between an actual residual value and a projected residual value of the item; determining a term for an insurance policy, the insurance policy having an insurance premium at most equal to the difference; and if the customer purchases the item at the expiration of the lease, paying at least a portion the insurance premium on behalf of the customer for the term of the insurance policy.

However, these features are known in the art, as evidenced by Ryan. In particular, Ryan suggests calculating a difference between an actual residual value and a projected residual value of the item (See Ryan, Col.6, lines 5-67), determining a term for an insurance policy, the insurance policy having an insurance premium at most equal to the difference (See Ryan, Col.6, lines 5-67) and if the customer purchases the item at the expiration of the lease, paying at least a portion the insurance premium on behalf of the customer for the term of the insurance policy (See Ryan, Co1.6, lines 5-67).

Art Unit: 3687

It would have been obvious to one of ordinary skill in the art at the time of the invention to have included the features of Ryan within the combined teachings of Joao and Bell with the motivation of providing a system performing three processes which ideally occur simultaneously, namely, 1) optimal premium determination, 2) current cash value monitoring, and 3) periodic reporting (See Ryan Co1.5, lines 16-19).

Claim 39 recites the same limitations as claim 38 above, is therefore rejected under the same rationale.

Claim 56 recites the same limitations as claim 38 above, is therefore rejected under the same rationale.

7. Claims 36-37 and 54-55 are rejected under 35 U.S.C. 103(a) as being unpatentable over Joao (6,347,302) in view of Ryan et al (6,304,859).

Claim 36 differs from claim 3 by reciting an apparatus for encouraging the purchase of an item after all expiration of a lease for the item.

As per this limitation, it is noted that Joao discloses means for identifying a customer having a lease on all item, the lease having an approaching expiration date (Co1.1 1, lines 43-67), means for calculating a difference between all actual residual value and a projected residual value of the item; means for determining a term for an insurance policy, the insurance policy having an insurance premium at most equal to the difference (See Joao Co1.7, lines 66-67 to Co1.8, line 67) and Ryan discloses

Art Unit: 3687

means for calculating a difference between all actual residual value and a projected residual value of the item (See Ryan, Col.6, lines 40-67., Co1.12, lines 1-67), and means for paying at least a portion of the insurance premium on behalf of the customer for the term of the insurance policy if the customer purchases the item at the expiration of the lease (See Ryan, Co1.13, lines 1-67 to Co1.14, line 67).

Thus, it is readily apparent these prior art systems utilize an apparatus for encouraging the purchase of an item after all expiration of a lease for the item to perform their specified function.

The remainder of claim 36 is rejected for the same reason given above for claims 1-3, and 19-21, and incorporated herein.

As per claim 37, Joao discloses a processor (Col.11, lines 22-31), and a memory in communication with the processor, the memory for storing a plurality of processing instructions enabling the processor to: identify a customer having a lease on all item, the lease having an approaching expiration date (Col.15, lines 49-67 to Col.16, line 65), determine a term for an insurance policy the insurance policy having an insurance premium at most equal to the difference (See Joao Col.7, lines 6637 to Col.8, line 67), an apparatus for encouraging the purchase of an item after an expiration of a lease for the item (See Bell, Col.3, lines 18-67).

Joao and Bell do not explicitly disclose calculate a difference between all actual residual value and a projected residual value of the item; and pay at least a portion of

Art Unit: 3687

the insurance premium on behalf of the customer for the term of the insurance policy, if the customer purchases the item at the expiration of the lease.

However, these features are known in the art, as evidenced by Ryan. In particular, Ryan suggests calculate a difference between all actual residual value and a projected residual value of the item (See Ryan, Col.6, lines 5-67), and pay at least a portion of the insurance premium on behalf of the customer for the term of the insurance policy, if the customer purchases the item at the expiration of the lease (See Ryan, Co1.6, lines 5-67).

It would have been obvious to one of ordinary skill in the art at the time of the invention to have included the features of Ryan within the combined teachings of Joao and Bell with the motivation of providing a system performing three processes which ideally occur simultaneously, namely, 1) optimal premium determination, 2) current cash value monitoring, and 3) periodic reporting (See Ryan Co1.5, lines 16-19).

Claim 54 recites the same limitations as claim 36 above, is therefore rejected under the same rationale.

Claim 55 recites the same limitations as claim 37 above, is therefore rejected under the same rationale.

Conclusion

8. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Vanel Frenel whose telephone number is 571-272-6769. The examiner can normally be reached on 6:30am-5:00pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Matthew S. Gart can be reached on 571-272-3955. The fax phone number for the organization where this application or proceeding is assigned is 571- 273-8300. Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/Vanel Frenel/

Examiner, Art Unit 3687

February 25, 2009